

AMC Release Form

COMPLETE ASSUMPTION OF RISK AND RELEASE OF LIABILITY (“Release”)

In consideration of being permitted to join the Arizona Mountaineering Club (“AMC”) and to participate in any way in AMC-sponsored activities I, _____, (the “Applicant”), for myself, personal representatives, assigns, heirs, and next of kin, hereby understand, acknowledge, and agree as follows:

1. That **climbing or mountaineering in any form wherever it takes place is an inherently dangerous activity** that may result in property or other loss (“Loss”); property or other damage (“Damage”); illness (including, but not limited to, heat exhaustion, heat stroke, hypothermia, frostbite and altitude sickness) (“Illness”); personal injury (both minor and serious, including permanent disability and paralysis) (“Injury”); death (“Death”); and social and economic losses or costs either not known to me or not readily foreseeable at this time (“Unknown Costs”), and that I voluntarily and completely assume such risks and the responsibility for such losses, costs and damages.
2. That **all activities associated with climbing or mountaineering**, including, but not limited to, hiking, scrambling, outings, camping, watching, car-pooling or traveling to and from climbing or mountaineering, **may expose me to dangers (both natural and artificial)** that may result in Loss, Damage, Illness, Injury, Death, and/or Unknown Costs and that I voluntarily and completely assume such risks and the responsibility for such losses, costs and damages.
3. That **climbing, mountaineering and associated activities often take place far from medical facilities and without a means of timely evacuation**; in mountain, desert, backcountry, remote and other locations; on breakable or fragile rock, snow or ice formations; and subject to weather, plant life (including poisonous and toxic), wildlife (including reptiles and insects), rockfall, avalanches, stream crossings and lightning, thus adding to the risk of Loss, Damage, Illness, Injury, Death, and/or Unknown Costs and that I voluntarily and completely assume such risks and the responsibility for such losses, costs and damages, including all rescue and evacuation costs.
4. That **climbing, mountaineering, associated activities, and all the locations** where and circumstances under which climbing, mountaineering or associated activities take place **involve inherent dangers (both natural and manmade) that are not obvious**, and that may arise from my conduct and the conduct of others, thus adding to the risk of Loss, Damage, Illness, Injury, Death, and/or Unknown Costs and that I voluntarily and completely assume such risks and the responsibility for such losses, costs and damages.
5. That AMC activities (“AMC Activities”) may consist of any combination of climbing, mountaineering, associated activities, outings, events, schools or training courses (“Schools”), any of which may be sponsored by, associated with, or in some other way connected with the AMC; that car-pooling or transportation to and from AMC Activities, social gatherings after AMC Activities, and camping or other accommodations before or after AMC Activities are not part of AMC Activities and that I voluntarily and completely assume the risks and responsibility for such car-pooling, transportation, social gatherings, camping or other accommodations; that AMC Activities start at the trailhead and end at the trailhead; that an AMC “Leader” as defined in this Release is any AMC member who is authorized or charged by the AMC Board to direct and lead an AMC Activity; and that the “Releasees” defined in this Release are the AMC; any AMC officer, director, administrator, representative, instructor, Leader, agent, volunteer, student or member; and any owner or lessor of the premises on which any AMC Activities take place.
6. That **my participation in AMC Activities is entirely voluntary**; that such **AMC Activities involve inherent dangers**, including, but not limited to, getting lost, rockfall, falling down, falling to the side, turning upside down, objects falling from above, being lowered, gear failure, improper knots, improper anchors, improper belays, improper rappels, improper type of gear, improper use of gear, improper technique, improper dress, and improper eating and drinking; that such inherent dangers may result in Loss, Damage, Illness, Injury, Death, and/or Unknown Costs; and that I voluntarily and completely assume such risks and responsibility for such losses, costs and damages resulting from or arising out of or in connection with any and all such AMC Activities, including, but not limited to, any and all Loss, Damage, Illness, Injury, Death, and/or Unknown Costs arising or resulting from any negligent act or conduct by any Releasee or any other person.
7. That in consideration of participating in AMC Activities, for myself and on behalf of my heirs, personal representatives and assigns, **I hereby waive, release, and discharge forever all Releasees** from any and all liabilities, claims, demands, causes of action, actions, lawsuits, or judgments for any Loss, Damage, Illness, Injury, Death, and/or Unknown Costs due to negligence or other cause resulting from or arising out of any and all AMC Activities.
8. That **I will pay any and all legal fees and costs** which may arise from any claims, demands, causes of action, actions, lawsuits, or judgments arising from participating in AMC Activities, or which may arise from any actions to enforce the terms of this Release.
9. That **I am responsible for all of my actions** while participating in AMC Activities; that **I am responsible for completing the training and preparation** necessary to participate safely in AMC Activities; that **I am responsible for realistically evaluating whether or not I have the experience, skill, knowledge, and physical and emotional stamina** to participate in AMC Activities; and that **I am responsible to myself and others to conduct myself safely and reasonably**.
10. That **I am in good enough health and have the proper physical conditioning** to participate in AMC Activities; that **I will not participate in any AMC Activity while under the influence of drugs (whether legal or illegal) or alcohol, or while suffering from or experiencing any condition that might impair me**.
11. That if I have experienced or am experiencing any **condition, disability, or illness** that I, to any extent, know, believe, suspect, or contemplate may, in any way whatsoever, impair my or others’ ability to participate in or to perform any task or act required or ordinarily occurring during any AMC Activity, that **I will immediately notify the Leader of the AMC Activity of such condition, disability, or illness**.

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12. That **I am responsible for checking and maintaining the condition of all personal gear, equipment, or apparel ("Gear")** that I may use, regardless of where or from whom I obtain such Gear; that **I voluntarily use at my own risk any Gear** that I may receive, take, rent, or borrow from the AMC or any of its members and I expressly understand, acknowledge, and agree that the Releasees shall not be liable in any way for any Loss, Damage, Illness, Injury, Death, and/or Unknown Costs resulting from the use of any Gear, including, but not limited to, any Loss, Damage, Illness, Injury, Death, and/or Unknown Costs that may result from the negligent use or maintenance of any Gear.

13. That **I will at all times wear an adequate rock-climbing or mountaineering helmet ("Helmet")** while participating in AMC Activities; that if I choose not to wear a Helmet, **I may not be allowed to participate** in certain AMC Activities; and that **if for any reason whatsoever I choose not to, or otherwise fail to, wear a Helmet, I voluntarily and completely assume the risk and the responsibility for any Loss, Damage, Injury, Death, and/or Unknown Costs** resulting from or arising in connection with such omission.

14. That, while participating in AMC Activities, **I have a responsibility to ask questions and clarify instructions** if I do not understand or if I have doubts about any aspect of climbing, mountaineering, associated activities, outings, events or Schools; that **if, at any time, I believe conditions are unsafe, I will immediately discontinue further participation** in the AMC Activity; and that **I will comply with all AMC Bylaws, Standing Rules and Policies** during AMC Activities.

15. That AMC Activity **Leaders are not professional guides**; that AMC Activity **Leaders are not responsible for providing medical treatment**; that, in the event of a situation requiring medical attention, **the proper level of medical treatment may or may not be immediately available** at AMC Activities; that **I am responsible for completing First Aid training** prior to participating in any AMC Activity; and that **I am responsible for carrying my own First Aid equipment** to any AMC Activity.

16. That I have read and understood this Release; that I have not modified this Release; that no oral representations, statements or inducements apart from this Release have been made; that if any portion of this Release is held to be invalid, the balance, notwithstanding, shall continue in full force and effect; that this Release is intended to be a complete and unconditional release of liability to the greatest extent allowed by law; that I hereby accept all the terms of this Release as offered to me by the AMC; that **I fully understand that by signing below I am contracting away my right to sue the Releasees, including the AMC and its officers, directors, instructors, Leaders, and members**; and that I am voluntarily signing this Release.

Printed Name of Applicant

Signature of Applicant

_____/_____/_____
Date signed by Applicant (mm/dd/yyyy)

I, the parent / legal guardian (circle one) of the above minor Applicant, have read this Release in its entirety. I hereby consent to the terms of this Release on behalf of the minor Applicant, and give my consent to the participation of the minor Applicant in all activities of the AMC subject to the terms of this Release.

Signature of Parent/Legal Guardian if Applicant is under 18

Relationship to Applicant

_____/_____/_____
Date signed by Parent/Legal Guardian (mm/dd/yyyy)

For AMC use only: Date Received: ____/____/____ Received by whom _____